

**JANUARY 1, 2008 – DECEMBER 31, 2010**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**PROFESSIONAL EMPLOYEES ASSOCIATION, INC.**

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## **P R E A M B L E**

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as either the “Employer” or the “City”, and the City of Saint Paul Professional Employees Association, Inc., hereinafter referred to as the “Association”, for the purpose of fostering and promoting harmonious relations between the City and the Association in order that a high level of public service can be provided to the citizens of the City.

This Agreement attempts to accomplish this purpose by providing a fuller and more complete understanding on the part of both the City and the Association of their respective rights and responsibilities.

The provisions of this Agreement shall not abrogate the rights and/or duties of the Employer, the Association or the employees as established under the provisions of the Public Employment Labor Relations Act, Minnesota Statute CH.179A, as it may be amended from time to time.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The City recognizes the Association as the exclusive representative for The Classified Professional Employees Bargaining Unit, as certified by the State of Minnesota Bureau of Mediation Services, dated November 5, 1985, Case No. 85-PR-775-A.

Employees shall be included in this certification in accordance with the Public Employment Labor Relations Act, Minnesota Statute CH.179A, as it may be amended from time to time.

- 1.2 The City also recognizes the Association as the exclusive representative for non-classified employees in the City Attorney's Office, as certified by the State of Minnesota Bureau of Mediation Services, dated August 12, 1999, Case No. 99-PCL-464. These employees are not covered by the City's Civil Service Rules. It is recognized that temporary employees in the City Attorney's Office that are within the unit are covered by this Agreement if they work for more than 67 days per calendar year or are anticipated upon hire to be employed greater than 67 days, and meet the hours requirements of Minnesota Statute 179A.03, subd. 14. A temporary employee, for purposes of this contract, is a person employed to fill a position of a specific limited duration, not to exceed one year. Temporary employees shall not be eligible for vacation accrual, holiday pay, sick leave accrual, health or other insurance premium contributions by the Employer, except as are specifically provided for elsewhere in this Agreement.

## **ARTICLE 2 – MAINTENANCE OF STANDARDS**

- 2.1 The parties agree that all conditions of employment relating to wages, hours of work, vacations, and all other general working conditions, except as modified by this Agreement, shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- 2.2 Notwithstanding Article 2.1 above, Civil Service Rule 8.A.3, and Civil Service Rule 14 relating to promotions shall not apply to applicants and employees who transfer from Independent School District No. 625, effective January 1, 2010.

## **ARTICLE 3 – NONDISCRIMINATION**

- 3.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, religion, sex, age, sexual orientation, disability, national origin, or because of membership or non-membership in the Association.
- 3.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

## **ARTICLE 3 – NONDISCRIMINATION (Continued)**

- 3.3 Employees covered by this contract will be covered by the City policy regarding nondiscrimination and sexual harassment, as well as applicable local, state, and federal laws.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.
- 4.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, organizational structure and selection and direction and number of personnel.

## **ARTICLE 5 – CHECK OFF AND SERVICE FEE**

- 5.1 The Employer agrees to deduct the Association membership initiation fee assessments and, once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 5.2 Any present or future employee who is not an Association member shall be required to contribute a fair share fee for services rendered by the Association. Upon notification by the Association, the Employer shall deduct said fee from the earnings of the employee and transmit the same to the Association. In no event shall the fair share fee exceed 85% of the regular membership dues. It is also understood that in the event the Employer shall make an improper fair share deduction from the earnings of an employee, the Association shall be obligated to make the Employer whole to the extent that the Employer shall be required to reimburse such employee for any amount improperly withheld. This provision shall remain operative only so long as specifically provided by Minnesota law and as otherwise legal.
- 5.3 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 The normal hours of work for the employees shall be a minimum of seven and three-fourths ( $7\frac{3}{4}$ ) hours in any twenty-four (24) hour period and thirty-eight and three-fourths ( $38\frac{3}{4}$ ) hours in a seven (7) day period excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. For employees on a shift basis this shall be construed to mean a minimum average of thirty-eight and three-fourths ( $38\frac{3}{4}$ ) hours a week.

6.2 An employee working in a class title which is in Salary Grade 11 or below shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The method of this compensation shall be determined solely by the Employer. It is understood that the FLSA provides overtime compensation only after forty (40) hours worked (not paid).

An employee working in a class title which is in Grade 12 or above and who, in other than normal circumstances, works more than their assigned normal work day or assigned normal work week shall receive compensatory time or pay on a straight time basis for the extra hours worked. The method of compensation shall be determined solely by the Employer.

6.3 It is understood by the parties that Section 28H – Overtime Compensation of Resolution No. 3250 shall not apply to this unit.

6.4 Notwithstanding Article 6.1, employees may, through mutual agreement with the Employer, be assigned to a normal work day of up to nine and three-quarters ( $9\frac{3}{4}$ ) consecutive hours in a twenty-four (24) hour period and a normal work week of thirty-nine (39) hours in a seven (7) day period, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2, above.

6.5 For employees who wish to share a position, the employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday, and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 12 of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If, at the end of ten (10) days, such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee's work hours.

6.6 Article 6.5 shall not be subject to the provisions of Article 19 of this Agreement.

## ARTICLE 6 – HOURS OF WORK AND OVERTIME (Continued)

- 6.7 The Employer may provide flex-time for those employees who request it. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2.
- 6.8 The Professional Employee's Association shall receive up to eight (8) hours straight time pay per day for time spent in contract negotiation with the Employer. The president of the Association or his/her designee shall determine the employees and hours to be paid according to the terms of this Article.
- 6.9 **Library Employee Night/Sunday Differential.** Effective January 1, 2006, any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided at least four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a night differential of four percent (4.0%) for the entire shift.

Any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a night differential of four percent (4.0%) for the hours worked between 6:00 p.m. and 6:00 a.m.

Any Library employee who works on Sunday shall be paid a differential of four percent (4.0%) for all hours worked.

## ARTICLE 7 – WAGES

- 7.1 Effective May 1, 2008 (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by 3.25 percent (3.25%).
- 7.2 Effective April 1, 2009 (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by 3.25 percent (3.25%).
- 7.3 Effective January 1, 2010 (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by 3.25 percent (3.25%).
- 7.4 The wage schedule, for purposes of this contract, shall be Appendix A, attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in Appendix A does not preclude the Employer from the following:
1. Reorganizing
  2. Abolishing
  3. Establishing new classifications
  4. Regrading classifications
  5. Reclassifying positions

## ARTICLE 7 – WAGES (Continued)

- 7.5 Retroactive wage adjustments shall only apply to employees who were employed by the City as of the date of signing this Agreement.
- 7.6 The language of this Article and Appendix A shall supersede any conflicting language found in the Civil Service Rules and/or Salary Plan and Rates of Compensation.

## ARTICLE 8 – VACATION

- 8.1 The following schedule will apply to all employees.

<u>Years of Service</u>	<u>Vacation Granted</u>
Year one through year four	17 days
Year five through year seven	20 days
Year eight through year fifteen	24 days
Year sixteen through year nineteen	27 days
Year twenty and beyond	28 days

For purposes of this Article, years of service shall be determined by calendar years of service.

- 8.2 The Department Head may permit an employee to carry over into the following year up to fifteen (15) days vacation.
- 8.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision H.
- 8.4 If an employee has an accumulation of sick leave credits in excess of one hundred eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half day of vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each IRS payroll reporting year under this provision.
- 8.5 Employees may request compensation in cash for up to one week of unused vacation within each IRS payroll reporting year. Payment will be at the discretion of the Department Head and additionally, limited by the availability of funds in the Department's Budget. Such election must be made in writing on or before December 1 of each IRS payroll reporting year. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in an amount equal to the number of hours sold times the employee's regular rate of pay in effect as of the date of such election. Article 8.5 shall not be subject to the provisions of Article 19 of this Agreement.



## ARTICLE 9 – HOLIDAYS

- 9.1 **Holidays recognized and observed.** The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Independence Day	Christmas Day

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 9.2 **Eligibility Requirements.** In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid to the employee during that pay period (see proration charts in Salary Plan and Rates of Compensation). For the purpose of this section only, non-holiday hours paid includes hours actually worked, vacation time, compensatory time, paid leave, and sick leave. It is further understood that neither temporary nor other employees, not heretofore eligible, shall receive holiday pay.
- 9.3 Employees required to work on a holiday shall be compensated in accordance with Section II of the Saint Paul Salary Plan and Rates of Compensation.
- 9.4 For all employees assigned to the Library, the Day after Thanksgiving shall be considered a normal work day, and Christmas Eve Day shall be recognized and observed as a paid minor holiday.

## ARTICLE 10 – SICK LEAVE

- 10.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. The accrual rate for eligible employees shall be 0.0539 of a working hour for each full hour on the payroll (14 days per year), excluding overtime.
- 10.2 In the case of a serious illness or disability of an employee's child, parent, or household member, the Department Head shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to forty (40) hours per incident.

## **ARTICLE 10 – SICK LEAVE (Continued)**

10.3 Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted up to three (3) days of sick leave to attend the funeral of the employee's grandparent or grandchild. Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such time as the appointing authority deems necessary for any of the following reasons:

1. Sickness or injury of the employee.
2. Death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the household.

Employees may be granted sick leave for such time as is actually necessary for the following:

1. Office visits to physicians, dentists, or other health care personnel.
2. In the case of sudden sickness or disability of a household member, up to four (4) hours for any one instance.

An employee shall be paid under the provisions of this paragraph only for the number of days or hours for which the employee would normally have been paid if the employee had not been on sick leave.

No employee shall be granted sick leave with pay for treatment of chemical dependence more than twice.

10.4 Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

10.5 The Department Head or the Human Resources Director may require a physician's certificate or additional certificates at any time during an employee's use of sick leave for the purposes stated in 10.2 above. All such certificates shall be forwarded by the appointing officer to the Human Resources Office. If an employee is absent because of the provisions of Article 10.2 above for three (3) or fewer calendar days he/she shall submit to the Department Head a certificate signed by the employee stating the nature of the child, parent, or household member's sickness. If the sickness continues for more than three (3) calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and include the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the Department Head and forwarded to the Human Resources Office.

10.6 No sick leave shall be granted for the above reasons unless the employee reports to his/her Department Head the necessity for the absence not later than one-half hour after his/her regularly scheduled time to report for work, unless he/she can show to the satisfaction of the Department Head that the failure to report was excusable.

## **ARTICLE 10 – SICK LEAVE (Continued)**

- 10.7 An employee shall be paid under the provisions of this paragraph only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.

## **ARTICLE 11 – LEAVE OF ABSENCE**

- 11.1 A twelve (12) month Parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 19 of this Agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

- 11.2 Leave of absence for the adoption of a child or for paternity leave shall be in accordance with applicable laws.
- 11.3 In case of an employee adoption of a child up to five (5) years of age, employees shall be permitted to carry over into the following fiscal year up to eighty (80) additional hours of accrued vacation time each year up to a total of two hundred forty (240) hours.

This Article 11.3 shall apply only to one City employee in the event that both adoptive parents are City employees.

- 11.4 A full-time employee may be granted up to four hundred eighty (480) hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he/she was on the payroll. Any leave of absence granted under this provision is subject to the approval of the Department Head.

## **ARTICLE 12 – INSURANCE**

- 12.1 The insurance plans, premiums for coverages, and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements. The Employer's Cafeteria Plan Document and IRS rules and regulations shall govern the Employer provided health and welfare benefit program. Employer contributions under this Article shall not be considered salary.

## ARTICLE 12 – INSURANCE (Continued)

- 12.2 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least thirty-two (32) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

**Three-quarter time employment** is defined as appearing on the payroll an average of at least twenty-six (26) hours per week but less than thirty-two (32) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

**Half-time employment** is defined as appearing on the payroll an average of at least twenty (20) hours per week but less than twenty-six (26) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

- 12.3 Effective for the January 2008 insurance premiums, for each employee covered by this Agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible:	\$427.25, plus \$100 (to be deposited in an account determined by the LMCHI.)
Primary Clinic with \$500 Deductible:	\$525.51
Distinctions:	\$457.54

Effective for the January 2009 insurance premiums, for each employee covered by this Agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible:	\$467.84, plus \$100 (to be deposited in an account determined by the LMCHI.)
Primary Clinic with \$500 Deductible:	\$567.93
Distinctions:	\$482.54

Effective for the January 2010 insurance premiums, for each employee covered by this Agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible:	\$512.28, plus \$100 (to be deposited in an account determined by the LMCHI.)
Primary Clinic with \$500 Deductible:	\$615.10
Distinctions:	\$507.54

## ARTICLE 12 – INSURANCE (Continued)

- 12.4 Effective for the January 2008 insurance premiums, for each eligible full-time employee who selects family health insurance coverage, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible:	\$1,040.75
Primary Clinic with \$500 Deductible:	\$901.86
Distinctions:	\$901.86

Effective for the January 2009 insurance premiums, for each eligible full-time employee who selects family health insurance coverage, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible:	\$1,120.75
Primary Clinic with \$500 Deductible:	\$926.86
Distinctions:	\$926.86

Effective for the January 2010 insurance premiums, for each eligible full-time employee who selects family health insurance coverage, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible:	\$1,214.00
Primary Clinic with \$500 Deductible:	\$951.86
Distinctions:	\$951.86

For three-quarter time employees the contribution shall be seventy-five percent (75%) of the full-time single and family amount and for half-time employees the contribution shall be fifty percent (50%) of the full-time single and family amount for health insurance coverage.

- 12.5 Notwithstanding Articles 12.3 and 12.4, an employee covered by this Agreement who was employed at least twenty (20) hours but less than thirty-two (32) hours per week during the month of December, 1988, shall receive the same contributions as a full-time employee. This Article 12.5 shall continue to apply only as long as such employee remains continuously employed at least twenty (20) hours but less than thirty-two (32) hours per week.
- 12.6 All benefits eligible employees (i.e. 40 hrs per pay period or more) may participate in or waive participation in the City's health insurance program. Employees who opt to participate must select at least single health insurance coverage and employee life insurance in an amount equal to the employee's annual salary to the nearest full thousand. Employees who waive participation shall be ineligible for any employer contribution but, shall be eligible to participate in optional coverages at the employee's expense if the employee is benefit eligible for each of the preceding twelve months.

## **ARTICLE 12 – INSURANCE (Continued)**

For the purpose of this section, the employee's annual salary shall be based on the employee's salary as of the month prior to the annual open enrollment. The employer will contribute, beginning in 2004, life insurance in an amount equal to \$50,000 for each benefit eligible employee.

- 12.7 For employees who, after fifteen (15) years of service become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the Employer shall contribute toward the hospital-medical insurance program offered by the Employer in accordance with the retiree insurance provisions of this Agreement.
- 12.8 Employees who retire must meet the following conditions at the time of retirement in order to be eligible for the Employer contributions, listed in Sections 12.9 through 12.19 below, toward a health insurance plan offered by the Employer:
- 12.8 (1) Be receiving benefits from a Public Employee Retirement Act at the time of retirement, and
  - 12.8 (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct.
  - 12.8 (3) Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after October 1, 1997, toward years of service for retiree health eligibility.
  - 12.8 (4) If an employee does not meet the years of service requirements in sections 12.10 through 12.17, but does satisfy the conditions in 12.8 (1), (2), and (3) he/she may purchase single or family health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.

- 12.9 The definition of full-time, three-quarter time, and half-time shall be as per Section 12.2.

### **Early Retirees**

- 12.10 This Section applies to employees who:

- 12.10 (1) Retire on or after January 1, 1996, and
- 12.10 (2) Have completed twenty (20) years full-time with the City of Saint Paul, and
- 12.10 (3) Were appointed prior to January 1, 1990, and
- 12.10 (4) Have not attained age sixty-five (65) at retirement, and
- 12.10 (5) Meet the terms set forth in Section 12.8 above, and
- 12.10 (6) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance coverage until the retiree attains the age of sixty-five (65).

## **ARTICLE 12 – INSURANCE (Continued)**

When such early retiree attains age sixty-five (65), the provisions of Section 12.12 shall apply.

12.11 This Section shall apply to employees who:

- 12.11 (1) Retire on or after January 1, 1996, and have completed twenty-five (25) years full-time with the City of Saint Paul, and
- 12.11 (2) Were appointed on or after January 1, 1990, and
- 12.11 (3) Have not attained age sixty-five (65) at retirement, and
- 12.11 (4) Meet the conditions of Section 12.8 above, and
- 12.11 (5) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 12.15 shall apply.

### **Regular Retirees (Age 65 and over)**

12.12 This Section shall apply to full-time employees who:

- 12.12 (1) Retire on or after January 1, 1996, and
- 12.12 (2) Were appointed prior to January 1, 1990, and
- 12.12 (3) Have completed twenty (20) years full-time with the City of Saint Paul, and
- 12.12 (4) Have attained age sixty-five (65) at retirement, and
- 12.12 (5) Meet the conditions of Section 12.8 above, and
- 12.12 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$500.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.13 This Section shall apply to three-quarter time employees who:

- 12.13 (1) Retire on or after January 1, 1996, and
- 12.13 (2) Were appointed prior to January 1, 1990, and
- 12.13 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- 12.13 (4) Have attained age sixty-five (65) at retirement, and
- 12.13 (5) Meet the conditions of Section 12.8 above, and
- 12.13 (6) Select a health insurance plan offered by the Employer.

## ARTICLE 12 – INSURANCE (Continued)

The Employer agrees to contribute up to a maximum of \$375.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.14 This Section shall apply to half-time employees who:

- 12.14 (1) Retire on or after January 1, 1996, and
- 12.14 (2) Were appointed prior to January 1, 1990, and
- 12.14 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- 12.14 (4) Have attained age sixty-five (65) at retirement, and
- 12.14 (5) Meet the conditions of Section 12.8 above, and
- 12.14 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$250.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.15 This Section shall apply to full-time employees who:

- 12.15 (1) Retire on or after January 1, 1996, and
- 12.15 (2) Were appointed on or after January 1, 1990, and
- 12.15 (3) Have completed twenty (20) years full-time with the City of Saint Paul, and
- 12.15 (4) Have attained age sixty-five (65) at retirement, and
- 12.15 (5) Meet the conditions of Section 12.8 above, and
- 12.15 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.16 This Section shall apply to three-quarter time employees who:

- 12.16 (1) Retire on or after January 1, 1996, and
- 12.16 (2) Were appointed on or after January 1, 1990, and prior to January 1, 1996, and
- 12.16 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- 12.16 (4) Have attained age sixty-five (65) at retirement, and
- 12.16 (5) Meet the conditions of Section 12.8 above, and
- 12.16 (6) Select a health insurance plan offered by the Employer.



## ARTICLE 12 – INSURANCE (Continued)

The Employer agrees to contribute up to a maximum of \$225.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.17 This Section shall apply to half-time employees who:

- 12.17 (1) Retire on or after January 1, 1996, and
- 12.17 (2) Were appointed on or after January 1, 1990, and prior to January 1, 1996, and
- 12.17 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- 12.17 (4) Have attained age sixty-five (65) at retirement, and
- 12.17 (5) Meet the conditions of Section 12.8 above, and
- 12.17 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$150.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.18 In the event of reduction of hours of employment for budgetary reasons during the last twelve (12) months of employment, the eligibility will be determined by the previous forty-eight (48) months before the reduction.

12.19 Employees who have completed twenty (20) years of full-time service with the City of Saint Paul and reduce to part-time prior to retirement and who are eligible and enrolled in the City's medical plan continuously until retirement shall be eligible for full-time benefits at retirement.

12.20 The following list of employees is a good faith effort by the City and the Association to identify employees, as of this contract date, who were hired prior to January 1, 1990, and who have less than twenty (20) years of service upon reaching the age of sixty-five (65). The intention of the parties is to include only those employees that are represented by the Association prior to January 1, 1996, and are still employed by the City as of the signing of this Agreement.

- 12.20 (1) The following employee will qualify for up to the following dollar amount at the age of sixty-five (65) with a minimum of ten (10) years of service. The requirements of Section 12.8 must be met by the employee. If the following employee chooses to continue her employment beyond age sixty-five (65) with twenty (20) years of service with the City, she may qualify as provided for under this Agreement.

Karen Koeppe                      \$187.50

## ARTICLE 12 – INSURANCE (Continued)

### Survivor Insurance

- 12.21 The surviving spouse of an employee carrying family coverage at the time of his/her death due to a job connected injury or illness, which was determined to have arisen out of and in the course of his/her employment under worker's compensation law, shall continue to be eligible for City contribution in the same proportions as is provided for retired employees.

In the event of the death of an early retiree or a regular retiree, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree. It is further understood that coverage shall cease in the event of:

- 12.21 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 12.21 (2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.
- 12.22 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City health insurance program.
- 12.23 The contributions indicated in this Article shall be paid to the Employer's third party administrator.
- 12.24 Employees covered by this Agreement shall be eligible to participate in the Flexible Spending Account as offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 12.25 Employees covered by this Agreement shall be eligible to participate in the Dependent Care Reimbursement Account offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 12.26 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.
- 12.27 Additional dependents beyond those of record at the time of retirement may not be added to the retiree's health insurance plan at City expense after retirement.

## ARTICLE 13 – SENIORITY

- 13.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 13.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 13.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each Department based on inverse length of seniority as defined in Article 13.1 above. The Human Resources Department will identify such least senior employee in the title in which there is to be a lay-off in the Department reducing positions, and shall notify said employee of his/her reduction from the Department. If there are any vacancies in that title in any other City Department, the Human Resources Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resources Department shall decide which vacant position the affected employee shall fill.
- In cases where there are promotional series, such as Engineer I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any Department.
- If no vacancy exists in such title, then the least senior employee in the City in such title shall be identified, and if the employee affected by the original Departmental reduction is more senior, he/she shall have the right to claim that position and the least senior employee in the City, in that title, shall be laid off. For the purpose of this Article, the Independent School District No. 625 is not considered a City Department nor is an Independent School District No. 625 employee considered a City employee.
- 13.4 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. It is understood that such employees will pick up their former seniority date in any class that they previously held.
- 13.5 To the extent possible, vacation period shall be assigned on the basis of seniority. It is understood, however, that vacation assignment shall be subject to the ability of the Employer to maintain operations.
- 13.6 In the event the Employer believes it is necessary to merge, contract out or sub-contract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Union no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Union and discuss possible options to contracting out or ways and means to minimize the elimination of positions.

## ARTICLE 14 – WORKING OUT OF CLASSIFICATION

- 14.1 Employer shall avoid, whenever possible, working an employee in an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) consecutive working days shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment. For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.
- 14.2 **Job Studies/Evaluations (JAQ).** Whenever possible, the Human Resources Department shall attempt to complete the evaluation within ninety (90) days of receipt of a petition. The evaluation will be considered received by the Human Resources Department when the appropriate supervisor has completed their required analysis and submits the evaluation to the Human Resources Department.

## ARTICLE 15 – CITY MILEAGE

- 15.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.
- 15.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head. Effective December 18, 2010 (beginning of the first pay period of the 2011 payroll year), employees shall receive the current IRS mileage reimbursement rate as modified from time to time by the IRS. The Type 1 and Type 2 reimbursement plans below shall be eliminated.
- Type 1      If an employee is required to use his/her own automobile OCCASIONALLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed \$0.20 per mile for each mile actually driven.
- If such employee is required to drive an automobile during employment and the Department Head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$0.20 per mile driven and shall not be eligible for any per diem.

## ARTICLE 15 – CITY MILEAGE (Continued)

Type 2      If an employee is required to use his/her own automobile REGULARLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day of work. In addition, the employee shall be reimbursed \$0.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the Department Head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$0.20 per mile driven and shall not be eligible for any per diem.

15.3      The City will provide parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.

15.4      **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven and further require that they maintain automobile liability insurance in amounts of at least the minimums required by the state of Minnesota. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

## ARTICLE 16 – LICENSING/CERTIFICATION REQUIREMENTS

16.1      The City shall pay or reimburse the employee for all continuing education tuition costs that are required for any employee to maintain his or her license or registration as mandated in the employee's job description. The minimum qualifications will determine whether the professional license or registration is a mandatory job requirement.

## ARTICLE 17 – SAFETY FOOTWEAR

17.1      For those employees required by the Employer to wear safety shoes or boots, the Employer agrees to contribute \$50.00 per calendar year toward the repair, replacement, or purchase of such shoes or boots. During the life of this Agreement, Employees may accrue a total of \$150.00 for the purchase, replacement, or repair of such shoes or boots.

17.2      Fire Protection Engineers who are required to wear a specified uniform shall receive an allowance of \$394.25 per calendar year from the Fire Department.

## **ARTICLE 18 – DISCIPLINE**

18.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:

- 18.1 (1) Oral Reprimand
- 18.1 (2) Written Reprimand
- 18.1 (3) Suspension
- 18.1 (4) Reduction
- 18.1 (5) Discharge

The listing above of 18.1 (1) through 18.1 (5) does not indicate that such forms of discipline must be progressive and in such order for any one employee.

18.2 Suspensions, reductions, and discharges will be in written form.

18.3 Employees and the Association will receive copies of written reprimands and notices of suspension, reduction, and discharge.

18.4 Employees shall have the right to examine all information in their personnel files. Files may be examined at reasonable times under supervision of the Employer.

18.5 Discharges will be preceded by a five (5) working day preliminary suspension without pay. During said period, the employee and/or Association may request and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) working day period, the Employer may affirm, modify, or withdraw the suspension and discharge.

18.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association representative be present.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

19.1 The Employer shall recognize stewards selected in accordance with the Association rules and regulations as the grievance representative of the Bargaining Unit. The Association shall notify the Employer, in writing, of the names of the stewards and of their successors, when so named.

19.2 It is recognized and accepted by the Employer and the Association that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours, only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

## ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)

- 19.3 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.

It is specifically understood that any matters governed by or excluded by the Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. However, disciplinary actions (excluding reprimands) may be appealed to either the Civil Service Commission or to an arbitrator. If disciplinary action is grieved under the terms of this Contract, the Union's step 2 written grievance must state whether the grievance, if still unresolved after step 3, will be appealed to the Civil Service Commission or to an arbitrator.

Nothing in this article precludes employees from pursuing whatever recourse they may have under the terms of the Veteran's Preference Act.

- 19.4 A grievance shall be resolved in conformance with the following procedures:

Step 1           Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt, with or without the steward, to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, the Association may refer the grievance to Step 2 by sending a written grievance to the Employer designated representative and a copy to the Office of Labor Relations. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific sections of the Agreement alleged to be violated and the relief requested.

The Association shall refer the grievance to Step 2 within fourteen (14) work days of an alleged violation giving rise to such grievance, or the grievance shall be considered waived.

Step 2           The Employer designated representative shall, within seven (7) work days following receipt of the grievance, meet with the Association steward and attempt to resolve the grievance. The Association may refer the grievance to the Office of Labor Relations for Step 3 under the following conditions:

- a)       Seven (7) work days have passed since the Employer received the written grievance and no meeting has occurred; or
- b)       Seven (7) work days have passed since the meeting and the Employer has not responded; or
- c)       The Employer has responded and the issue remains unresolved.

Any grievance not referred to Step 3 within fourteen (14) work days of the existence of any of the above three conditions shall be considered waived.

## **ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)**

Step 3      A representative from the Office of Labor Relations shall, within seven (7) work days following receipt of a Step 3 grievance, meet with the Association's representative and the grievant and shall attempt to resolve the issue. The Association may request arbitration of the grievance to Step 4 if any of the above conditions (a, b, or c) exist following the referral of the grievance to Step 3. If within fourteen (14) work days of the occurrence of the above listed conditions (a, b, or c), the Association has failed to give written notice to the Office of Labor Relations of the Association's intent to refer the grievance to Step 4, the grievance shall be considered waived.

### **Optional Mediation Step**

1.      If the grievance has not been satisfactorily resolved at Step 3, either the Union or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.
2.      Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3.      The grievance mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4.      At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5.      The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.



## ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)

6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation, with respect to their positions concerning resolution or offers of settlement, may be used or referred to during arbitration.

Step 4 If the grievance remains unresolved at Step 3, the parties may arbitrate the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) work days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators.

Both the Employer and the Association shall have the right to strike two (2) names from the panel. The parties shall flip a coin to determine which party strikes the first name. The process of striking names will be repeated and the remaining person shall be the arbitrator.

At any time prior to the opening of an arbitration hearing, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services to attempt to mediate a resolution of the dispute.

19.5 The time limits established in each step of the procedure may be extended by mutual agreement of the Employer and the Association.

19.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.

19.7 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

## **ARTICLE 20 – LEGAL SERVICES**

- 20.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee and/or his/her estate, against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.
- 20.2 Notwithstanding Article 20.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

## **ARTICLE 21 – NO STRIKE, NO LOCKOUT**

- 21.1 The Association and the Employer agree that there shall be no lockouts, strikes, work stoppages, slow-downs, sitdowns, stay-ins, or other concerted interference with the Employer's business or affairs by any of said Association and/or members thereof, and there shall be no bannering during existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise. Employees engaging in same shall be liable for disciplinary action.

## **ARTICLE 22 – SEVERANCE PAY**

- 22.1 The Employer shall provide the severance pay plan as set forth in this Article.

### **Eligibility Requirements**

- 22.2 To be eligible for the severance pay plan, an employee must meet the following requirements:
- 22.2 (1) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for either of the severance pay plans.
  - 22.2 (2) The employee must file a waiver of re-employment with the Director of Human Resources, which will clearly indicate that by requesting severance pay the employee waives all claims to reinstatement or re-employment (of any type) with the City.
  - 22.2 (3) The employee must have accumulated a minimum of seventy-five (75) days of sick leave credits at the time of his/her separation from service.

## ARTICLE 22 – SEVERANCE PAY (Continued)

- 22.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above in 22.1 and 22.2, he/she will be granted severance pay in an amount equal to a maximum as shown below based on the number of sick leave credits accumulated and minimum years of service:

with 10 years of service and accrued hours of sick leave of:	severance pay amount:
600	\$6,000
700	\$7,000
800	\$8,000
900	\$9,000
1,000	\$10,000
1,100	\$11,000
1,200	\$12,000
1,300	\$13,000
1,400	\$14,000
1,500	\$15,000
1,600	\$16,000
1,700	\$17,000

- 22.4 For the purpose of this severance program, an employee who voluntarily separates from employment with the City of Saint Paul for employment with Independent School District No. 625 shall be eligible for severance pay if the employee meets the eligibility requirements set forth above.
- 22.5 For the purpose of this Article, for those employees hired by the City before October 1, 1997, employment in either the City or in the Independent School District No. 625 may be used in meeting the years of service requirement in Article 22.3. Employees hired by the City on or after October 1, 1997, may not use employment in the Independent School District No. 625 in meeting the years of service requirement in Article 22.3.
- 22.6 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 16303 except in those cases where the specific provisions of this Article conflict with said ordinance, and in such cases, the provisions of this Article shall control.
- 22.7 For the purpose of this severance pay plan, the death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth above (at the time of his/her death), payment of the severance pay shall be made to the employee's spouse or estate.
- 22.8 For any employee who is eligible to receive severance from the City under this Article, the City will contribute 105% of the full amount of their severance payment to a Post Employment Health Plan (PEHP).

## **ARTICLE 23 – SAVINGS CLAUSE**

- 23.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## **ARTICLE 24 – DEFERRED COMPENSATION**

- 24.1 Effective January 1, 2006, employees with at least one year of service will be eligible for a \$100.00 Deferred Compensation match by the Employer subject to the criteria listed below. Effective January 1, 2008, the Deferred Compensation match shall be increased to \$250.00 per year.
- 24.2 Eligibility and Implementation:
- 24.2 (1) For initial match, employees must have been employed for a minimum of one (1) calendar year.
  - 24.2 (2) Employees must be a member of the bargaining unit for a minimum of one (1) calendar year.
  - 24.2 (3) Employees must have made their complete contributions by December 31st of the previous calendar year.
  - 24.2 (4) City matches will be made by April 1 of the following year.
  - 24.2 (5) Employees must be on the payroll as of the date of deferred compensation match.
  - 24.2 (6) If an employee takes a leave of absence to serve as a full-time union official, time served in such capacity, up to six (6) years, will be counted toward the years of service requirement.

## **ARTICLE 25 – DURATION AND EFFECTIVE DATE**

- 25.1 Except as herein provided, this Agreement shall be effective as of January 1, 2008, and shall continue in full force and effect through December 31, 2010, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act, Minnesota Statute CH. 179A, as it may be amended from time to time.

## **ARTICLE 25 – DURATION AND EFFECTIVE DATE (Continued)**

25.2 This constitutes a tentative agreement between the parties which will be recommended by the Labor Relations Manager, but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the Association.

### **WITNESSES:**

#### **CITY OF SAINT PAUL**

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Jason Schmidt	Date
Labor Relations Manager	

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Steven Barrett	Date
Labor Relations Specialist	

#### **PROFESSIONAL EMPLOYEES ASSOCIATION, INC.**

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David Peterson	Date
President	

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Mike Wilde	Date
Legal Counsel	

## APPENDIX A

### GRADE 001

407A CHILD CARE ENRICHMENT INSTRUCT

301B EDUCATION SPECIALIST

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,221.68	1,322.61	1,386.66	1,456.24	1,531.23	1,604.82	1,655.33	1,724.01
04/26/08	1,261.38	1,365.59	1,431.73	1,503.57	1,580.99	1,656.98	1,709.13	1,780.04
03/28/09	1,302.37	1,409.97	1,478.26	1,552.44	1,632.37	1,710.83	1,764.68	1,837.89
01/02/10	1,344.70	1,455.79	1,526.30	1,602.89	1,685.42	1,766.43	1,822.03	1,897.62

### GRADE 002

496A ARCH/LAND ARCH/CIVIL ENG TRAIN

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,258.48	1,362.11	1,428.91	1,501.19	1,574.84	1,655.33	1,704.39	1,777.35
04/26/08	1,299.38	1,406.38	1,475.35	1,549.98	1,626.02	1,709.13	1,759.78	1,835.11
03/28/09	1,341.61	1,452.09	1,523.30	1,600.35	1,678.87	1,764.68	1,816.97	1,894.75
01/02/10	1,385.21	1,499.28	1,572.81	1,652.36	1,733.43	1,822.03	1,876.02	1,956.33

### GRADE 003

372A \*LIBRARY SPECIALIST

408A CHILD CARE PROGRAM COORDINATOR

302B EDUCATION COORDINATOR

697A LAW CLERK

693A LEGAL ASSISTANT I

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,296.69	1,401.65	1,472.56	1,544.79	1,623.94	1,704.39	1,756.15	1,827.97
04/26/08	1,338.83	1,447.20	1,520.42	1,595.00	1,676.72	1,759.78	1,813.22	1,887.38
03/28/09	1,382.34	1,494.23	1,569.83	1,646.84	1,731.21	1,816.97	1,872.15	1,948.72
01/02/10	1,427.27	1,542.79	1,620.85	1,700.36	1,787.47	1,876.02	1,932.99	2,012.05

## APPENDIX A (Continued)

### GRADE 004

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,334.84	1,443.90	1,514.82	1,592.56	1,672.95	1,756.15	1,806.60	1,884.02
04/26/08	1,378.22	1,490.83	1,564.05	1,644.32	1,727.32	1,813.22	1,865.31	1,945.25
03/28/09	1,423.01	1,539.28	1,614.88	1,697.76	1,783.46	1,872.15	1,925.93	2,008.47
01/02/10	1,469.26	1,589.31	1,667.36	1,752.94	1,841.42	1,932.99	1,988.52	2,073.75

### GRADE 005

007A \*LIBRARY SPECIALIST I

933 CITY PLANNER I

165A MANAGEMENT ASSISTANT I

263A VOLUNTEER COORDINATOR

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,377.13	1,486.24	1,563.86	1,640.24	1,722.07	1,806.60	1,861.12	1,937.42
04/26/08	1,421.89	1,534.54	1,614.69	1,693.55	1,778.04	1,865.31	1,921.61	2,000.39
03/28/09	1,468.10	1,584.41	1,667.17	1,748.59	1,835.83	1,925.93	1,984.06	2,065.40
01/02/10	1,515.81	1,635.90	1,721.35	1,805.42	1,895.49	1,988.52	2,048.54	2,132.53

### GRADE 006

886 ECONOMIC DEVELOPMENT SPECIALIST I

976 GRAPHIC ARTIST I

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,416.64	1,532.57	1,610.28	1,690.74	1,773.89	1,861.12	1,918.37	1,996.24
04/26/08	1,462.68	1,582.38	1,662.61	1,745.69	1,831.54	1,921.61	1,980.72	2,061.12
03/28/09	1,510.22	1,633.81	1,716.64	1,802.42	1,891.07	1,984.06	2,045.09	2,128.11
01/02/10	1,559.30	1,686.91	1,772.43	1,861.00	1,952.53	2,048.54	2,111.56	2,197.27

## APPENDIX A (Continued)

### GRADE 007

001 ACCOUNTANT I  
 289B HUMAN RESOURCES CONSULTANT I  
 581A LIBRARY VOLUNTEER COORDINATOR  
 012A PROJECT MANAGER I  
 038A PUBLIC INFORMATION SPECIALIST I  
 392 RESEARCH ANALYST I

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,457.55	1,578.94	1,656.61	1,741.17	1,828.48	1,918.37	1,975.67	2,056.45
04/26/08	1,504.92	1,630.26	1,710.45	1,797.76	1,887.91	1,980.72	2,039.88	2,123.28
03/28/09	1,553.83	1,683.24	1,766.04	1,856.19	1,949.27	2,045.09	2,106.18	2,192.29
01/02/10	1,604.33	1,737.95	1,823.44	1,916.52	2,012.62	2,111.56	2,174.63	2,263.54

### GRADE 008

306A BUSINESS ASSISTANCE SPECIALIST  
 647A DESIGN ASSOCIATE I  
 249 LIBRARIAN I  
 328B PROJECT MANAGER PARKS & REC  
 220A VIDEO PRODUCTION SPECIALIST

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,502.53	1,626.60	1,707.10	1,790.22	1,881.61	1,975.53	2,035.68	2,118.02
04/26/08	1,551.36	1,679.46	1,762.58	1,848.40	1,942.76	2,039.73	2,101.84	2,186.86
03/28/09	1,601.78	1,734.04	1,819.86	1,908.47	2,005.90	2,106.02	2,170.15	2,257.93
01/02/10	1,653.84	1,790.40	1,879.01	1,970.50	2,071.09	2,174.47	2,240.68	2,331.31



## APPENDIX A (Continued)

### GRADE 009

128 CRIMINALIST I  
 908 EMPLOYMENT AND TRAINING PLANNER  
 828 GRANTS ASSISTANT  
 977 GRAPHIC ARTIST II  
 575 HEALTH EDUCATOR I  
 896 LANDSCAPE ARCHITECT I  
 694A LEGAL ASSISTANT II  
 166A MANAGEMENT ASSISTANT II  
 520 WATER QUALITY SPECIALIST I

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,546.13	1,674.34	1,757.58	1,846.15	1,938.90	2,035.68	2,094.29	2,179.59
04/26/08	1,596.38	1,728.76	1,814.70	1,906.15	2,001.91	2,101.84	2,162.35	2,250.43
03/28/09	1,648.26	1,784.94	1,873.68	1,968.10	2,066.97	2,170.15	2,232.63	2,323.57
01/02/10	1,701.83	1,842.95	1,934.57	2,032.06	2,134.15	2,240.68	2,305.19	2,399.09

### GRADE 010

684 ARBORIST  
 934 CITY PLANNER II  
 887 ECONOMIC DEVELOPMENT SPECIALIST II  
 425A HEALTH & FITNESS SPECIALIST  
 633A LIBRARY TRAINING & ORG DEV COORD  
 113B NUTRITIONIST I - COMMUNITY EDUCATION  
 114B NUTRITIONIST I - WIC  
 013A PROJECT MANAGER II  
 393 RESEARCH ANALYST II

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,595.29	1,722.07	1,809.31	1,900.68	1,996.13	2,094.29	2,158.37	2,246.69
04/26/08	1,647.14	1,778.04	1,868.11	1,962.45	2,061.00	2,162.35	2,228.52	2,319.71
03/28/09	1,700.67	1,835.83	1,928.82	2,026.23	2,127.98	2,232.63	2,300.95	2,395.10
01/02/10	1,755.94	1,895.49	1,991.51	2,092.08	2,197.14	2,305.19	2,375.73	2,472.94

## APPENDIX A (Continued)

### GRADE 011

002 ACCOUNTANT II  
 011 ARCHITECT I  
 105 CIVIL ENGINEER I  
 659 CIVIL ENGINEER I--WATER UTILITY  
 501A CRIME PREVENTION COORDINATOR  
 339B EMERGENCY MANAGEMENT SPECIALIST  
 260B ENVIRONMENTAL COORDINATOR  
 255A ENVIRONMENTAL HEALTH SPECIALIST I  
 292B HUMAN RESOURCES CONSULTANT II

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,641.65	1,776.61	1,865.20	1,957.93	2,057.51	2,158.37	2,218.40	2,313.70
04/26/08	1,695.00	1,834.35	1,925.82	2,021.56	2,124.38	2,228.52	2,290.50	2,388.90
03/28/09	1,750.09	1,893.97	1,988.41	2,087.26	2,193.42	2,300.95	2,364.94	2,466.54
01/02/10	1,806.97	1,955.52	2,053.03	2,155.10	2,264.71	2,375.73	2,441.80	2,546.70

### GRADE 012

395A HUMAN RIGHTS SPECIALIST  
 276B HUMAN RIGHTS SPECIALIST - BILINGUAL  
 383 RECREATION DIRECTOR II

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,692.03	1,829.78	1,919.79	2,016.63	2,117.49	2,222.52	2,292.00	2,382.14
04/26/08	1,747.02	1,889.25	1,982.18	2,082.17	2,186.31	2,294.75	2,366.49	2,459.56
03/28/09	1,803.80	1,950.65	2,046.60	2,149.84	2,257.37	2,369.33	2,443.40	2,539.50
01/02/10	1,862.42	2,014.05	2,113.11	2,219.71	2,330.73	2,446.33	2,522.81	2,622.03

## APPENDIX A (Continued)

### GRADE 12T 710A IS SYSTEMS CONSULTANT I

	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
01/05/08	1,692.03	1,829.78	1,874.78	1,919.79	1,968.18	2,016.63	2,089.55	2,162.50	2,216.36
	5 yr (10)	5.5 yr (11)	6 yr (12)	6.5 yr (13)	7 yr (14)	10 yr (15)	15 yr (16)		
	2,270.24	2,326.78	2,383.36	2,443.36	2,503.35	2,577.01	2,677.68		
	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
04/26/08	1,747.02	1,889.25	1,935.71	1,982.18	2,032.15	2,082.17	2,157.46	2,232.78	2,288.39
	5 yr (10)	5.5 yr (11)	6 yr (12)	6.5 yr (13)	7 yr (14)	10 yr (15)	15 yr (16)		
	2,344.02	2,402.40	2,460.82	2,522.77	2,584.71	2,660.76	2,764.70		
	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
03/28/09	1,803.80	1,950.65	1,998.62	2,046.60	2,098.19	2,149.84	2,227.58	2,305.35	2,362.76
	5 yr (10)	5.5 yr (11)	6 yr (12)	6.5 yr (13)	7 yr (14)	10 yr (15)	15 yr (16)		
	2,420.20	2,480.48	2,540.80	2,604.76	2,668.71	2,747.23	2,854.55		
	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
01/02/10	1,862.42	2,014.05	2,063.58	2,113.11	2,166.38	2,219.71	2,299.98	2,380.27	2,439.55
	5 yr (10)	5.5 yr (11)	6 yr (12)	6.5 yr (13)	7 yr (14)	10 yr (15)	15 yr (16)		
	2,498.86	2,561.10	2,623.38	2,689.41	2,755.44	2,836.51	2,947.32		

## APPENDIX A (Continued)

### GRADE 013

648A DESIGN ASSOCIATE II  
 888 ECONOMIC DEVELOPMENT SPECIALIST III  
 256A ENVIRONMENTAL HEALTH SPECIALIST II  
 829 GRANTS SPECIALIST  
 695A LEGAL ASSISTANT III  
 167A MANAGEMENT ASSISTANT III  
 296A MEDICAL TECHNOLOGIST  
 821 NUTRITIONIST II  
 974 OCCUPATIONAL SAFETY & HLTH ANALYST  
 039A PUBLIC INFORMATION SPECIALIST II  
 288A SAFETY OFFICER  
 909 SENIOR EMPLOYMENT & TRAINING PLNR  
 330A VIDEO PRODUCTION COORDINATOR  
 521 WATER QUALITY SPECIALIST II

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,742.51	1,884.32	1,979.76	2,075.22	2,180.24	2,292.00	2,358.84	2,450.47
04/26/08	1,799.14	1,945.56	2,044.10	2,142.66	2,251.10	2,366.49	2,435.50	2,530.11
03/28/09	1,857.61	2,008.79	2,110.53	2,212.30	2,324.26	2,443.40	2,514.65	2,612.34
01/02/10	1,917.98	2,074.08	2,179.12	2,284.20	2,399.80	2,522.81	2,596.38	2,697.24

### GRADE 014

935 CITY PLANNER III  
 250 LIBRARIAN II  
 139A NURSE PRACTITIONER-OB GYN  
 565 PUBLIC HEALTH NURSE  
 394 RESEARCH ANALYST III  
 658 SOCIAL WORKER

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,794.33	1,940.20	2,037.09	2,140.69	2,245.68	2,358.84	2,428.35	2,525.79
04/26/08	1,852.65	2,003.26	2,103.30	2,210.26	2,318.66	2,435.50	2,507.27	2,607.88
03/28/09	1,912.86	2,068.37	2,171.66	2,282.09	2,394.02	2,514.65	2,588.76	2,692.64
01/02/10	1,975.03	2,135.59	2,242.24	2,356.26	2,471.83	2,596.38	2,672.89	2,780.15

## APPENDIX A (Continued)

### GRADE 015

003 ACCOUNTANT III  
 012 ARCHITECT II  
 106 CIVIL ENGINEER II  
 199B CIVIL ENGINEER II-WATER  
 129 CRIMINALIST II  
 129A ENVIRON HEALTH ADMIN ANALYST  
 623A FLEET SERVICES COORDINATOR  
 229B HEALTH EDUCATION-ADMIN ASST  
 119B HISTORIC PRESERVATION SPECIALIST  
 295B HUMAN RESOURCES CONSULTANT III  
 897 LANDSCAPE ARCHITECT II  
 530A PUBLIC EDUCATION OFFICER - FIRE

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,848.84	1,998.86	2,097.07	2,203.38	2,312.46	2,428.35	2,503.35	2,602.44
04/26/08	1,908.93	2,063.82	2,165.22	2,274.99	2,387.61	2,507.27	2,584.71	2,687.02
03/28/09	1,970.97	2,130.89	2,235.59	2,348.93	2,465.21	2,588.76	2,668.71	2,774.35
01/02/10	2,035.03	2,200.14	2,308.25	2,425.27	2,545.33	2,672.89	2,755.44	2,864.52

### GRADE 016

100B ADMIN ASST-DEPT OF HUMAN RIGHTS  
 356B ARTS & GARDENING PROGRAM COORD  
 576 HEALTH EDUCATOR II  
 204A MANAGEMENT ANALYST  
 610A MANAGEMENT ASSISTANT IV  
 088A PHYSICAL FITNESS COORDINATOR  
 776 PROGRAM COORDINATOR  
 014A PROJECT MANAGER III

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,904.76	2,058.87	2,162.50	2,270.24	2,383.36	2,503.35	2,577.01	2,677.68
04/26/08	1,966.66	2,125.78	2,232.78	2,344.02	2,460.82	2,584.71	2,660.76	2,764.70
03/28/09	2,030.58	2,194.87	2,305.35	2,420.20	2,540.80	2,668.71	2,747.23	2,854.55
01/02/10	2,096.57	2,266.20	2,380.27	2,498.86	2,623.38	2,755.44	2,836.51	2,947.32

## APPENDIX A (Continued)

### GRADE 017

121B ADMIN/LEGISLATIVE ASST-PED

340B EMERGENCY MANAGEMENT COORD

517A PHYSICIAN ASSISTANT

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	1,962.04	2,121.56	2,225.24	2,335.62	2,454.27	2,577.01	2,656.07	2,761.13
04/26/08	2,025.81	2,190.51	2,297.56	2,411.53	2,534.03	2,660.76	2,742.39	2,850.87
03/28/09	2,091.65	2,261.70	2,372.23	2,489.90	2,616.39	2,747.23	2,831.52	2,943.52
01/02/10	2,159.63	2,335.21	2,449.33	2,570.82	2,701.42	2,836.51	2,923.54	3,039.18

### GRADE 018

143B ENVIRONMENTAL HEALTH SPEC III

081A EPIDEMIOLOGIST

611A WATER QUALITY SPECIALIST III

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,020.71	2,182.95	2,294.68	2,407.94	2,530.62	2,656.07	2,736.50	2,839.13
04/26/08	2,086.38	2,253.90	2,369.26	2,486.20	2,612.87	2,742.39	2,825.44	2,931.40
03/28/09	2,154.19	2,327.15	2,446.26	2,567.00	2,697.79	2,831.52	2,917.27	3,026.67
01/02/10	2,224.20	2,402.78	2,525.76	2,650.43	2,785.47	2,923.54	3,012.08	3,125.04

### GRADE 019

221B HEALTH INFORMATION ADMINISTRATOR

803A LIBRARY INFORMATION RES. COORD.

336B WATER RESOURCE COORDINATOR

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,082.02	2,248.35	2,361.55	2,480.16	2,604.24	2,736.50	2,814.21	2,925.27
04/26/08	2,149.69	2,321.42	2,438.30	2,560.77	2,688.88	2,825.44	2,905.67	3,020.34
03/28/09	2,219.55	2,396.87	2,517.54	2,644.00	2,776.27	2,917.27	3,000.10	3,118.50
01/02/10	2,291.69	2,474.77	2,599.36	2,729.93	2,866.50	3,012.08	3,097.60	3,219.85

## APPENDIX A (Continued)

### GRADE 020

013 ARCHITECT III  
 591 CITY PLANNER IV  
 107 CIVIL ENGINEER III  
 109 CIVIL ENGINEER III--WATER UTILITY  
 889 ECONOMIC DEVELOPMENT SPECIALIST IV  
 117A ECONOMIC PLANNER  
 533A FIRE PROTECTION ENGINEER  
 830 GRANTS MANAGER  
 898 LANDSCAPE ARCHITECT III  
 395 RESEARCH ANALYST IV  
 444 STRUCTURAL ENGINEER

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,143.44	2,317.92	2,433.83	2,555.17	2,683.30	2,816.97	2,900.15	3,012.87
04/26/08	2,213.10	2,393.25	2,512.93	2,638.21	2,770.51	2,908.52	2,994.40	3,110.79
03/28/09	2,285.03	2,471.03	2,594.60	2,723.95	2,860.55	3,003.05	3,091.72	3,211.89
01/02/10	2,359.29	2,551.34	2,678.92	2,812.48	2,953.52	3,100.65	3,192.20	3,316.28

## APPENDIX A (Continued)

### GRADE 20T

709A IS INFO/TECH ANALYST V

711A IS SYSTEMS CONSULTANT II

	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
01/05/08	2,143.44	2,317.92	2,375.89	2,433.83	2,494.49	2,555.17	2,619.24	2,683.30	2,750.15

5 yr (10)	10 yr (11)	15 yr (12)
2,816.97	2,900.15	3,012.87

	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
04/26/08	2,213.10	2,393.25	2,453.11	2,512.93	2,575.56	2,638.21	2,704.37	2,770.51	2,839.53

5 yr (10)	10 yr (11)	15 yr (12)
2,908.52	2,994.40	3,110.79

	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
03/28/09	2,285.03	2,471.03	2,532.84	2,594.60	2,659.27	2,723.95	2,792.26	2,860.55	2,931.81

5 yr (10)	10 yr (11)	15 yr (12)
3,003.05	3,091.72	3,211.89

	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
01/02/10	2,359.29	2,551.34	2,615.16	2,678.92	2,745.70	2,812.48	2,883.01	2,953.52	3,027.09

5 yr (10)	10 yr (11)	15 yr (12)
3,100.65	3,192.20	3,316.28

### GRADE 021

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,206.12	2,386.12	2,506.09	2,631.55	2,765.12	2,900.15	2,987.37	3,103.16
04/26/08	2,277.82	2,463.67	2,587.54	2,717.08	2,854.99	2,994.40	3,084.46	3,204.01
03/28/09	2,351.85	2,543.74	2,671.64	2,805.39	2,947.78	3,091.72	3,184.70	3,308.14
01/02/10	2,428.29	2,626.41	2,758.47	2,896.57	3,043.58	3,192.20	3,288.20	3,415.65



## APPENDIX A (Continued)

### GRADE 022

660A GIS SYSTEMS DEVELOPER

879 PROJECT MANAGER IV

294A PROJECT MANAGER IV- PUBLIC WKS

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,272.94	2,458.37	2,581.06	2,710.61	2,845.55	2,987.37	3,077.38	3,194.84
04/26/08	2,346.81	2,538.27	2,664.94	2,798.70	2,938.03	3,084.46	3,177.39	3,298.67
03/28/09	2,423.08	2,620.76	2,751.55	2,889.66	3,033.52	3,184.70	3,280.66	3,405.88
01/02/10	2,501.83	2,705.93	2,840.98	2,983.57	3,132.11	3,288.20	3,387.28	3,516.57

### GRADE 22T

712A IS SYSTEMS CONSULTANT III

	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
01/05/08	2,272.94	2,458.37	2,544.10	2,581.06	2,645.83	2,710.61	2,778.10	2,845.55	2,916.46
	5 yr (10)	10 yr (11)	15 yr (12)						
	2,987.37	3,077.38	3,194.84						
	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
04/26/08	2,346.81	2,538.27	2,626.78	2,664.94	2,731.82	2,798.70	2,868.39	2,938.03	3,011.24
	5 yr (10)	10 yr (11)	15 yr (12)						
	3,084.46	3,177.39	3,298.67						
	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
03/28/09	2,423.08	2,620.76	2,712.15	2,751.55	2,820.60	2,889.66	2,961.61	3,033.52	3,109.11
	5 yr (10)	10 yr (11)	15 yr (12)						
	3,184.70	3,280.66	3,405.88						
	Start (1)	1 yr (2)	1.5 yr (3)	2 yr (4)	2.5 yr (5)	3 yr (6)	3.5 yr (7)	4 yr (8)	4.5 yr (9)
01/02/10	2,501.83	2,705.93	2,800.29	2,840.98	2,912.27	2,983.57	3,057.86	3,132.11	3,210.16
	5 yr (10)	10 yr (11)	15 yr (12)						
	3,288.20	3,387.28	3,516.57						

## APPENDIX A (Continued)

### GRADE 023

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,342.50	2,533.72	2,658.79	2,790.13	2,932.87	3,077.38	3,171.46	3,291.99
04/26/08	2,418.63	2,616.07	2,745.20	2,880.81	3,028.19	3,177.39	3,274.53	3,398.98
03/28/09	2,497.24	2,701.09	2,834.42	2,974.44	3,126.61	3,280.66	3,380.95	3,509.45
01/02/10	2,578.40	2,788.88	2,926.54	3,071.11	3,228.22	3,387.28	3,490.83	3,623.51

### GRADE 024

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,410.66	2,606.99	2,739.21	2,875.58	3,018.74	3,171.46	3,264.17	3,386.41
04/26/08	2,489.01	2,691.72	2,828.23	2,969.04	3,116.85	3,274.53	3,370.26	3,496.47
03/28/09	2,569.90	2,779.20	2,920.15	3,065.53	3,218.15	3,380.95	3,479.79	3,610.11
01/02/10	2,653.42	2,869.52	3,015.05	3,165.16	3,322.74	3,490.83	3,592.88	3,727.44

### GRADE 025

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,482.87	2,687.42	2,821.06	2,960.08	3,108.75	3,264.17	3,363.67	3,489.02
04/26/08	2,563.56	2,774.76	2,912.74	3,056.28	3,209.78	3,370.26	3,472.99	3,602.41
03/28/09	2,646.88	2,864.94	3,007.40	3,155.61	3,314.10	3,479.79	3,585.86	3,719.49
01/02/10	2,732.90	2,958.05	3,105.14	3,258.17	3,421.81	3,592.88	3,702.40	3,840.37

### GRADE 026

#### 236B DEBT ADMINISTRATOR

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,559.26	2,769.21	2,902.84	3,051.51	3,204.16	3,363.67	3,464.62	3,593.02
04/26/08	2,642.44	2,859.21	2,997.18	3,150.68	3,308.30	3,472.99	3,577.22	3,709.79
03/28/09	2,728.32	2,952.13	3,094.59	3,253.08	3,415.82	3,585.86	3,693.48	3,830.36
01/02/10	2,816.99	3,048.07	3,195.16	3,358.81	3,526.83	3,702.40	3,813.52	3,954.85

## APPENDIX A (Continued)

### GRADE 027

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,634.24	2,849.68	2,992.84	3,141.44	3,299.62	3,464.62	3,566.88	3,701.06
04/26/08	2,719.85	2,942.29	3,090.11	3,243.54	3,406.86	3,577.22	3,682.80	3,821.34
03/28/09	2,808.25	3,037.91	3,190.54	3,348.96	3,517.58	3,693.48	3,802.49	3,945.53
01/02/10	2,899.52	3,136.64	3,294.23	3,457.80	3,631.90	3,813.52	3,926.07	4,073.76

### GRADE 028

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,714.70	2,935.62	3,082.85	3,238.25	3,396.48	3,566.88	3,675.92	3,811.94
04/26/08	2,802.93	3,031.03	3,183.04	3,343.49	3,506.87	3,682.80	3,795.39	3,935.83
03/28/09	2,894.03	3,129.54	3,286.49	3,452.15	3,620.84	3,802.49	3,918.74	4,063.74
01/02/10	2,988.09	3,231.25	3,393.30	3,564.34	3,738.52	3,926.07	4,046.10	4,195.81

### GRADE 029

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,796.46	3,024.20	3,174.18	3,332.34	3,501.39	3,965.92	3,785.03	3,925.44
04/26/08	2,887.34	3,122.49	3,277.34	3,440.64	3,615.19	4,094.81	3,908.04	4,053.02
03/28/09	2,981.18	3,223.97	3,383.85	3,552.46	3,732.68	4,227.89	4,035.05	4,184.74
01/02/10	3,078.07	3,328.75	3,493.83	3,667.91	3,853.99	4,365.30	4,166.19	4,320.74

### GRADE 030

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,879.71	3,115.53	3,269.67	3,431.85	3,605.09	3,785.03	3,895.41	4,044.51
04/26/08	2,973.30	3,216.78	3,375.93	3,543.39	3,722.26	3,908.04	4,022.01	4,175.96
03/28/09	3,069.93	3,321.33	3,485.65	3,658.55	3,843.23	4,035.05	4,152.73	4,311.68
01/02/10	3,169.70	3,429.27	3,598.93	3,777.45	3,968.13	4,166.19	4,287.69	4,451.81

**APPENDIX A (Continued)****GRADE 031**

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	2,966.93	3,208.25	3,369.14	3,536.85	3,712.74	3,898.15	4,015.43	4,162.62
04/26/08	3,063.36	3,312.52	3,478.64	3,651.80	3,833.40	4,024.84	4,145.93	4,297.91
03/28/09	3,162.92	3,420.18	3,591.70	3,770.48	3,957.99	4,155.65	4,280.67	4,437.59
01/02/10	3,265.71	3,531.34	3,708.43	3,893.02	4,086.62	4,290.71	4,419.79	4,581.81

**GRADE 032**

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,055.60	3,302.37	3,470.06	3,643.20	3,825.90	4,015.43	4,136.82	4,286.71
04/26/08	3,154.91	3,409.70	3,582.84	3,761.60	3,950.24	4,145.93	4,271.27	4,426.03
03/28/09	3,257.44	3,520.52	3,699.28	3,883.85	4,078.62	4,280.67	4,410.09	4,569.88
01/02/10	3,363.31	3,634.94	3,819.51	4,010.08	4,211.18	4,419.79	4,553.42	4,718.40

**GRADE 033**

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,146.87	3,401.91	3,573.68	3,752.28	3,941.81	4,136.82	4,260.88	4,416.69
04/26/08	3,249.14	3,512.47	3,689.82	3,874.23	4,069.92	4,271.27	4,399.36	4,560.23
03/28/09	3,354.74	3,626.63	3,809.74	4,000.14	4,202.19	4,410.09	4,542.34	4,708.44
01/02/10	3,463.77	3,744.50	3,933.56	4,130.14	4,338.76	4,553.42	4,689.97	4,861.46

**GRADE 034**

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,241.00	3,504.15	3,681.37	3,865.44	4,057.70	4,260.88	4,387.71	4,550.82
04/26/08	3,346.33	3,618.03	3,801.01	3,991.07	4,189.58	4,399.36	4,530.31	4,698.72
03/28/09	3,455.09	3,735.62	3,924.54	4,120.78	4,325.74	4,542.34	4,677.55	4,851.43
01/02/10	3,567.38	3,857.03	4,052.09	4,254.71	4,466.33	4,689.97	4,829.57	5,009.10

## APPENDIX A (Continued)

### GRADE 035

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,339.16	3,610.49	3,793.22	3,979.98	4,179.09	4,387.71	4,521.31	4,684.91
04/26/08	3,447.68	3,727.83	3,916.50	4,109.33	4,314.91	4,530.31	4,668.25	4,837.17
03/28/09	3,559.73	3,848.98	4,043.79	4,242.88	4,455.14	4,677.55	4,819.97	4,994.38
01/02/10	3,675.42	3,974.07	4,175.21	4,380.77	4,599.93	4,829.57	4,976.62	5,156.70

### GRADE 036

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,440.05	3,718.19	3,903.67	4,099.97	4,305.88	4,519.90	4,654.98	4,823.07
04/26/08	3,551.85	3,839.03	4,030.54	4,233.22	4,445.82	4,666.80	4,806.27	4,979.82
03/28/09	3,667.29	3,963.80	4,161.53	4,370.80	4,590.31	4,818.47	4,962.47	5,141.66
01/02/10	3,786.48	4,092.62	4,296.78	4,512.85	4,739.50	4,975.07	5,123.75	5,308.76

### GRADE 037

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,539.61	3,830.00	4,020.90	4,221.34	4,434.03	4,654.98	4,795.38	4,968.08
04/26/08	3,654.65	3,954.48	4,151.58	4,358.53	4,578.14	4,806.27	4,951.23	5,129.54
03/28/09	3,773.43	4,083.00	4,286.51	4,500.18	4,726.93	4,962.47	5,112.14	5,296.25
01/02/10	3,896.07	4,215.70	4,425.82	4,646.44	4,880.56	5,123.75	5,278.28	5,468.38

### GRADE 038

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,650.09	3,945.88	4,142.25	4,349.50	4,566.28	4,795.38	4,939.84	5,115.83
04/26/08	3,768.72	4,074.12	4,276.87	4,490.86	4,714.68	4,951.23	5,100.38	5,282.09
03/28/09	3,891.20	4,206.53	4,415.87	4,636.81	4,867.91	5,112.14	5,266.14	5,453.76
01/02/10	4,017.66	4,343.24	4,559.39	4,787.51	5,026.12	5,278.28	5,437.29	5,631.01

## APPENDIX A (Continued)

### GRADE 039

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,756.37	4,063.31	4,266.37	4,479.06	4,705.35	4,939.84	5,085.81	5,270.48
04/26/08	3,878.45	4,195.37	4,405.03	4,624.63	4,858.27	5,100.38	5,251.10	5,441.77
03/28/09	4,004.50	4,331.72	4,548.19	4,774.93	5,016.16	5,266.14	5,421.76	5,618.63
01/02/10	4,134.65	4,472.50	4,696.01	4,930.12	5,179.19	5,437.29	5,597.97	5,801.24

### GRADE 040

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,868.24	4,185.94	4,395.85	4,615.40	4,843.08	5,088.51	5,249.44	5,427.86
04/26/08	3,993.96	4,321.98	4,538.72	4,765.40	5,000.48	5,253.89	5,420.05	5,604.27
03/28/09	4,123.76	4,462.44	4,686.23	4,920.28	5,163.00	5,424.64	5,596.20	5,786.41
01/02/10	4,257.78	4,607.47	4,838.53	5,080.19	5,330.80	5,600.94	5,778.08	5,974.47

### GRADE 041

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	3,984.10	4,309.97	4,526.76	4,751.71	4,988.96	5,238.54	5,404.80	5,587.94
04/26/08	4,113.58	4,450.04	4,673.88	4,906.14	5,151.10	5,408.79	5,580.46	5,769.55
03/28/09	4,247.27	4,594.67	4,825.78	5,065.59	5,318.51	5,584.58	5,761.82	5,957.06
01/02/10	4,385.31	4,744.00	4,982.62	5,230.22	5,491.36	5,766.08	5,949.08	6,150.66

### GRADE 042

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	4,106.16	4,440.83	4,660.39	4,893.51	5,137.62	5,395.31	5,567.05	5,756.17
04/26/08	4,239.61	4,585.16	4,811.85	5,052.55	5,304.59	5,570.66	5,747.98	5,943.25
03/28/09	4,377.40	4,734.18	4,968.24	5,216.76	5,476.99	5,751.71	5,934.79	6,136.41
01/02/10	4,519.67	4,888.04	5,129.71	5,386.30	5,654.99	5,938.64	6,127.67	6,335.84

## APPENDIX A (Continued)

### GRADE 043

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	4,226.80	4,571.83	4,802.16	5,040.80	5,293.02	5,558.88	5,734.81	5,939.52
04/26/08	4,364.17	4,720.41	4,958.23	5,204.63	5,465.04	5,739.54	5,921.19	6,132.55
03/28/09	4,506.01	4,873.82	5,119.37	5,373.78	5,642.65	5,926.08	6,113.63	6,331.86
01/02/10	4,652.46	5,032.22	5,285.75	5,548.43	5,826.04	6,118.68	6,312.32	6,537.65

### GRADE 044

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	4,353.63	4,709.43	4,945.38	5,193.52	5,453.92	5,725.23	5,906.59	6,106.44
04/26/08	4,495.12	4,862.49	5,106.10	5,362.31	5,631.17	5,911.30	6,098.55	6,304.90
03/28/09	4,641.21	5,020.52	5,272.05	5,536.59	5,814.18	6,103.42	6,296.75	6,509.81
01/02/10	4,792.05	5,183.69	5,443.39	5,716.53	6,003.14	6,301.78	6,501.39	6,721.38

### GRADE 045

	Start A (1)	1-yr B (2)	2-yr C (3)	3-yr D (4)	4-yr E (5)	5-yr F (6)	10-yr G (7)	15-yr H (8)
01/05/08	4,483.16	4,852.60	5,093.93	5,347.62	5,614.45	5,895.68	6,082.50	6,288.46
04/26/08	4,628.86	5,010.31	5,259.48	5,521.42	5,796.92	6,087.29	6,280.18	6,492.83
03/28/09	4,779.30	5,173.15	5,430.41	5,700.87	5,985.32	6,285.13	6,484.29	6,703.85
01/02/10	4,934.63	5,341.28	5,606.90	5,886.15	6,179.84	6,489.40	6,695.03	6,921.73

*The parties have attempted to include all Memorandums in Appendices B, C, and D, effective during part or all of this contract. If an existing Memorandum was not included, it should not be construed as nullifying or canceling the memorandum.*

## **APPENDIX B**

07-828

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF SAINT PAUL  
AND  
Professional Employees Association, Inc.**

The City of Saint Paul (hereinafter "City") and the Professional Employees Association, Inc. (hereinafter "Union") agree to the terms of this Memorandum of Agreement (hereinafter "MOA") for the purposes of establishing the City's contributions rates to health insurance premiums for City employees who are eligible for such contributions.

1. Following a required request for proposal, the Labor Management Committee for Health Insurance (hereinafter "LMCHI") recommended Health Partners to provide health insurance for City employees for 2008-2010.
2. The LMCHI recommended three health insurance plans from Health Partners: Distinctions, Primary Clinic with \$500 Deductible, and Open Access with \$1,500 Deductible.
3. The City has accepted the LMCHI's recommendation.
4. The LMCHI's recommendation does not equate to a selection of benefits, the selection of plans to be offered in subsequent years, nor shall in any way be construed as a form of negotiations.
5. The collective bargaining agreement between the City and Union will expire on December 31, 2007.
6. Since negotiation of a new agreement may not be completed by Open Enrollment in October 2007, the City and Union have entered into this MOA to establish contribution levels for each plan so individual employees can make an informed decision regarding their health insurance.
7. The language of this MOA will be incorporated into the subsequent collective bargaining agreement.
8. The City will make the following monthly contributions for health insurance in 2008:
  - a. Open Access with \$1,500 Deductible  
Single: \$427.25 + \$100 (to be deposited in an account determined by the LMCHI)  
Family: \$1,040.75
  - b. Primary Clinic with \$500 Deductible  
Single: \$525.51  
Family: \$901.86
  - c. Distinctions  
Single: \$457.54  
Family: \$901.86



## APPENDIX B (Continued)

07-828

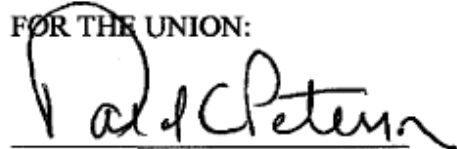
9. The City will make the following monthly contributions for health insurance in 2009:
- a. Open Access with \$1,500 Deductible
    - Single: \$467.84 + \$100 (to be deposited in an account determined by the LMCHI)
    - Family: \$1,120.75
  - b. Primary Clinic with \$500 Deductible
    - Single: \$567.93
    - Family: \$926.86
  - c. Distinctions
    - Single: \$482.54
    - Family: \$926.86
10. The City will make the following monthly contributions for health insurance in 2010:
- a. Open Access with \$1,500 Deductible
    - Single: \$512.28 + \$100 (to be deposited in an account determined by the LMCHI)
    - Family: \$1,214.00
  - b. Primary Clinic with \$500 Deductible
    - Single: \$615.10
    - Family: \$951.86
  - c. Distinctions
    - Single: \$507.54
    - Family: \$951.86
11. The City's additional compensation for single coverage employees who select the Open Access with \$1,500 Deductible plan may be reduced by \$25 per month if a VEBA account is selected by the LMCHI that allows employees to draw upon that money while employed.
12. The Union agrees to waive any and all rights to file a grievance or court action regarding this change in health insurance plans or the aggregate value of the benefits provided by the health insurance plans recommended by the LMCHI for 2008-2010 health insurance.

FOR THE CITY:

  
Jason Schmidt  
Labor Relations Manager

Date: 8/21/07

FOR THE UNION:

  
David C. Peterson  
President

Date: 8.21.07

## **APPENDIX C**

### **MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND PROFESSIONAL EMPLOYEES ASSOCIATION, INC**

This Memorandum of Agreement (hereinafter “MOA”) applies to the parties below until December 31, 2010, with the intention of incorporating it into the collective bargaining agreement if it is acceptable to all parties.

**Definition:** Employees required by the Employer to be available to answer a page or call, and perform work if necessary during hours outside their normal work shift, shall be considered “on-call.” The Employer will establish a written on-call schedule one month prior to implementation. Employees must provide notice of unavailability prior to the issuance of the schedule.

**Requirements:** If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within thirty (30) minutes of receiving a page or voicemail message. If required to return to work, employees must be able to do so within two hours of being contacted.

**Compensation:** Employees who are on-call will receive \$25 per day for each week day (Monday – Friday) they are assigned on-call. A week day shall consist of the hours from 5:00 p.m. until 7:00 a.m. the following morning, Monday – Friday. Employees who are on-call for each weekend day (Saturday or Sunday) or Holiday as designated by the collective bargaining agreement will receive \$50 per day. A weekend day and Holiday day shall consist of a twenty-four (24) hour period from 7:00 a.m. until 7:00 a.m. the following morning.

In addition to the above compensation, employees who are on-call and are contacted to resolve a critical information system problem shall be granted two hours minimum compensation either in compensatory time or pay for their efforts per incident. An incident shall begin when the telephone or page is answered and end when the problem is either resolved or further efforts are deemed futile. This means multiple calls regarding the same problem are considered one incident.

If the resolution of the problem takes less than two hours, the employee will be paid straight time for the two hour minimum.

**Scheduling:** The City will create a list of volunteers who will be scheduled first for on-call status. If insufficient numbers of qualified employees volunteer, the City will assign employees to the list. The City will create an assignment rotation that distributes the on-call assignments as evenly and fairly as is reasonably possible.

## **APPENDIX C (Continued)**

This MOA shall apply only to employees in Information Services and will become effective on June 1, 2007. This MOA sets no precedent and shall not effect any other conditions or terms of employment.

### **CITY OF SAINT PAUL**

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Jason Schmidt  
Labor Relations Manager

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Date

### **PROFESSIONAL EMPLOYEES ASSOC.**

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David Peterson  
President

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Date

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Mike Wilde  
Legal Counsel

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Date

## APPENDIX D

### MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND THE PROFESSIONAL EMPLOYEES ASSOCIATION

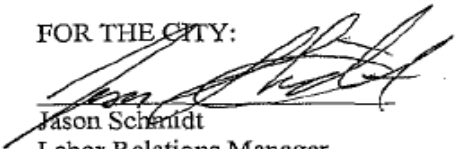
The City of Saint Paul (hereinafter "City") and Professional Employees Association (hereinafter "Union") enter into this Memorandum of Agreement (hereinafter "MOA") for the purpose of avoiding problems with the application of the seniority language in light of possible layoffs in the classification of the Management Assistant job series.

The parties agree to the following:

- 1) In recognition of the City's managerial rights to create classifications and organizational structure, the City has demonstrated the need for a newly created classification of Project Manager Parks & Recreation, which is a professional classification that will be added to the Union's bargaining unit upon approval of the City Council.
- 2) Upon review of the proposed classification description the Union has expressed concern that some of the job duties and job expectations of the newly created position of Project Manager Parks and Recreation share similarities with the Management Assistant II classification that is already in the bargaining unit and occupied by several Union members.
- 3) In recognition of the City's managerial rights to identify which classification would incur layoffs during budget reductions, the Union objected to the newly created classification that could possibly be insulated during layoffs at the expense of employees in the Management Assistants II classification who might have more seniority and who the Union believes do very similar work.
- 4) In order to eliminate that possibility, the parties agree that if the Management Assistant II classification is identified for layoffs at any time from the signing date below through the entire 2007 calendar year, the parties will then merge the seniority lists of the Project Manager Parks and Recreation classification and the Management Assistant II classification to determine who will be laid off. If a Management Assistant II classification is identified as a possible classification for layoffs at any time during the 2008 calendar year, the parties agree to meet and confer before the City makes the layoff decision to openly discuss whether the seniority lists for the Management Assistant II and Project Manager Parks and Recreation classifications should be merged, based on the needs of the City and the assignments and abilities of the Management Assistant II. The seniority lists for the Management Assistant II and Project Manager Parks and Recreation shall only be merged in 2008 by mutual agreement between the Union and the City.

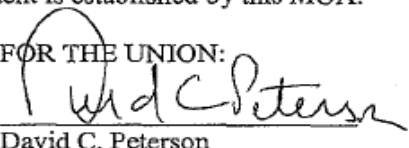
The remainder of the CBA is unchanged. No precedent is established by this MOA.

FOR THE CITY:

  
Jason Schmidt  
Labor Relations Manager

Date: 10/5/06

FOR THE UNION:

  
David C. Peterson  
President, PEA

Date: 10.3.06